

RETRANSMISSION CONSENT AGREEMENT

This RETRANSMISSION CONSENT AGREEMENT (this "Agreement") is made as of December 5, 2011, by and between **Broadcaster** (as defined below), which owns and operates the television station or stations listed in Exhibit A attached hereto (collectively, the "Stations," and individually, a "Station") and **Operator** (as defined below).

BROADCASTER: Media General Operations, Inc.

OPERATOR: Farmers Telephone Cooperative

TERM: January 1, 2012 to December 31, 2014, unless earlier terminated pursuant to the provisions of this Agreement

SUBSCRIBERS: All customers (both residential and commercial) authorized by Operator to receive television services through any portion of a System. As of the date of this Agreement, the total number of Subscribers is 13060.

Subject to the terms and conditions of this Agreement, Broadcaster hereby grants to Operator the non-exclusive right to retransmit each Broadcast Signal, each in its entirety, to each television set of each Subscriber that is connected to a System as defined herein. Operator shall have no right or obligation to retransmit any portion of the Broadcast Signal to any receiver to which Broadcaster has not granted consent in the foregoing sentence. Broadcaster and Operator acknowledge that Broadcaster elected retransmission consent with respect to each portion of the System and each portion of the Broadcast Signal for the entire Term hereof.

In consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, the parties agree to the terms and conditions set forth herein, including Exhibit A and Exhibit B, both of which shall be considered a part of this Agreement for all purposes and may not be modified without the prior written consent of each party hereto.

BROADCASTER:

By:

Name: Steve Gleason

Title: VP Programming

OPERATOR:

By:

Name: Guy Dent Adams, Jr.

Title: Chief Operating Officer Subsidiaries

EXHIBIT A

Notices:

	BROADCASTER	OPERATOR
COMPANY	Media General Operations, Inc	Farmers Telephone Cooperative
ADDRESS	111 North 4 th Street	1101 East Main Street
CITY, STATE, ZIP	Richmond, VA 23219	Kingstree, SC 29556
CONTACT NAME	Steve Gleason	Lisa Ney
CONTACT PHONE	804-775-4630	843-382-1434

Rate (per subscriber per month):

Primary Affiliation of Retransmitted Feed	2012	2013	2014
ABC / CBS / NBC / FOX	\$0.75	\$0.85	\$0.95
CW / MyNetwork	\$0	\$0	\$0
Other	\$0	\$0	\$0

Station(s) and System(s):

Unless the context requires otherwise, references to a Station or the Station shall refer only to those particular Stations are assigned to the same Designated Market Area ("DMA") as a System (or portion of a System). The System(s) covered by this Agreement are listed below. Operator shall furnish to Broadcaster a revised list within thirty (30) days of any additions or other permitted modifications thereto.

STATION	DMA	STATION VIRTUAL CHANNEL	SYSTEM	CURRENT NUMBER OF SUBSCRIBERS	CHANNEL	
					ANALOG/ SD TIER	HD TIER
WCBD-TV	Charleston	2.1 / NBC	Sumter, SC	2728	2728	
		2.2 / CW				
WBTW-TV	Florence – Myrtle Beach	13.1 / CBS	Sumter, SC	13060	13060	2513
		13.2 / My Network - MeTV			13060	

EXHIBIT B

Standard Terms and Conditions

1. Definitions.

(a) **"Broadcast Signal"** means, in each case, the digital broadcast signal of the applicable Station (including video, accompanying audio, and Program Related Material) in a form compliant with Advanced Television Systems Committee ("ATSC") standards, which includes at least one channel containing high-definition format (as defined by the ATSC) video and audio programming, and, at Broadcaster's sole discretion, also may include one or more channels of video and audio programming, whether in high-definition format or otherwise (each, a **"Multicast Channel"**).

(b) **"HD Broadcast Stream"** means any program stream of any broadcast station that is broadcast in high definition format.

(c) **"Primary Channel"** means any program transport feed within a Broadcast Signal that (i) has been designated by Broadcaster as such Station's "primary channel" consistent with Federal Communications ("FCC") and industry standards or (ii) is affiliated with ABC, NBC, CBS, FOX, CW, or MyNetworkTV.

(d) **"Program-Related Material"** means (i) closed-captioning information, (ii) program identification codes, watermark(s), redistribution control information and/or copy control information, (iii) program ratings information, (iv) up to one second language audio for the program then being broadcast, (v) such other material as may be essential to or necessary for the delivery or distribution of the Broadcast Signal, (vi) information and material directly associated with specific programming and/or commercial advertisements contained in a Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated programming and/or commercial advertisement, and (vii) any material that Operator is required to retransmit by the FCC or other applicable law.

(e) **"Retransmitted Feed"** means each program stream within a Broadcast Signal that is required to be, or that is, retransmitted by the applicable System.

(f) **"SD Broadcast Stream"** means any program stream of any broadcast station that is broadcast entirely in standard definition digital format.

(g) **"System"** means each multichannel video programming distribution system (as defined in Section 602 of the Communications Act of 1934, as amended) owned and/or operated by Operator at any time during the Term hereof (as may be modified or extended) that (i) provides multichannel video services through traditional cable, MMDS, MDS, SMATV, DSL and/or internet protocol technology to residential and/or commercial locations via closed signal paths to the Operator's customers; (ii) qualifies as a "cable system" under 17 U.S.C. § 111(f); and (iii) serves areas located within a Station's DMA, in all cases regardless of any pre-existing retransmission consent agreement as to the Station. Notwithstanding anything to the contrary, the term "System" shall not include any distribution system that is not included in the foregoing definition, including any distribution system utilizing the public Internet or other broadband or ancillary wireless service provided by Operator. Each System that is acquired or built by Operator subsequent to the date hereof, or that otherwise qualifies as a System pursuant to this paragraph, shall be a **"Subsequently Acquired System."** Operator warrants that each System that retransmits or is required to retransmit any portion of a Broadcast Signal is listed, along with the franchise or operating areas it serves, on **Exhibit A** attached hereto.

(h) As used in this Agreement, the term "Broadcast Signal" specifically excludes any content, information or material for which Broadcaster or the Station receives or seeks a fee from Operator, any System or any Subscriber; any data-casting, ancillary or supplementary services or other non-broadcasting services; any interactive element or transactional application that requires the functionality of a two-way cable plant; any material transmitted in ATSC-M/H standard; or material which would not be displayed on standard television reception devices receiving a Broadcast Signal off-the-air.

2. Retransmission of Broadcast Signal

(a) *General Obligation.* Provided that a System headend then receives (at Operator's expense) a Broadcast Signal from the originating Station (including via translators or other alternative means) that meets or exceeds the good quality signal standard (as defined by the FCC), then such System shall retransmit such Broadcast Signal to each television set of each Subscriber that is connected directly and lawfully to the wired infrastructure of each System pursuant to the terms of this Agreement.

(b) *Analog Tier.* A System that retransmits any television broadcast signal in analog format shall down-convert the Station's Primary Channel(s) to analog format and retransmit such down-converted signal(s) on the channel number(s) listed in Exhibit A (or, if not listed in Exhibit A, then on the Station's FCC virtual channel). Conversely, a System that does not retransmit any television broadcast signal in analog format shall have the right, but not the obligation, to down-convert the Station's Primary Channel(s) to analog format and retransmit such down-converted signal(s) on the channel number(s) listed in Exhibit A (or, if not listed in Exhibit A, then on the Station's FCC virtual channel). All such retransmission shall occur on the level of analog basic service tier and otherwise shall be available and viewable by all Subscribers capable of receiving analog programming.

(c) *Digital Tier.* A System that does not then retransmit any other broadcast station's programming in digital format shall have the right, but not the obligation, to retransmit a Broadcast Signal in digital format. A System that then retransmits any other broadcast station's programming in digital format shall comply with each of the following requirements:

(i) A System that retransmits in high definition digital format any HD Broadcast Stream shall retransmit in high definition format each program stream within a Broadcast Signal that is broadcast in high definition format.

(ii) A System that retransmits in standard definition digital format any HD Broadcast Stream shall down-convert each program transport stream within a Broadcast Signal that is broadcast in high definition format and retransmit in standard definition format such down-converted program stream. For the avoidance of doubt, this down-conversion obligation shall be in addition to, and not in lieu of, Operator's obligation (if any) in Section 2(c)(i).

(iii) A System that then retransmits in standard definition digital format any SD Broadcast Stream shall retransmit in standard definition format each program stream within a Broadcast Signal that is broadcast entirely in standard definition format; provided, however, that such System shall have the right, but not the obligation, to retransmit in standard definition digital format any program stream that Operator also retransmits in analog format pursuant to Section 2(b).

(iv) Each Retransmitted Feed that is retransmitted in digital format shall be carried in the same channel neighborhood and level of service as other comparable (e.g., same genre) program transport streams of other retransmitted television stations that are broadcast in the same format (i.e., standard definition or high definition) and shall appear on a channel selected by the System in a manner that is comparable to and non-discriminatory with respect to the manner in which such System selects

channel positions for other comparable local broadcast program streams. Notwithstanding anything to the contrary herein, Operator shall retransmit each Station's Primary Channel in standard definition format on the channel position specified in Exhibit A.

(d) *Exceptions.* Notwithstanding anything to the contrary herein, Operator shall have no obligation to retransmit any Multicast Channel that contains content that substantially duplicates the content of a then-existing cable television programming service retransmitted on the System.

3. Manner of Retransmission

(a) If a System retransmits any portion of the Broadcast Signal, such System shall retransmit each Retransmitted Feed in its entirety, without editing, time delay, interruption, alteration, superimposition, acceleration, or deletion, and otherwise in the technical manner required for digital must-carry stations, except as may be required by the FCC and except as otherwise permitted under this Agreement. Each Retransmitted Feed shall appear, from the viewer's perspective, to be a separate channel. Under no circumstances shall Operator remove any electronically-generated (by a Chyron or other graphics generating equipment) network, Station or program logos and/or identifiers contained within any portion of a Broadcast Signal.

(b) Each System shall comply with all then-applicable FCC rules and technical standards agreed upon by the National Cable & Telecommunications Association and the Consumer Electronics Association. In all cases, Operator shall ensure that the quality of each Retransmitted Feed on each System, from an average viewer's perspective, is not materially lower than that of the corresponding digital broadcast signal of any other retransmitted television station that is broadcast in the same format and at the same data rate, signal quality and signal strength as such Retransmitted Feed (but in no event shall the signal quality as retransmitted by a System be required to be superior to the quality of such signal as received by such System from the Station).

(c) When Operator down-converts any portion of a Broadcast Signal, Operator shall use commercially reasonable efforts to ensure that the resulting picture of any such down-conversion does not omit any content of the original picture (except that operator may crop the picture), does not materially distort the content of the original picture, and does not have a lower quality audio or picture than the down-converted signal of any other retransmitted television station, in each case from an average viewer's perspective.

(d) Operator shall have the right to remodulate each Retransmitted Feed to (i) transcode the Broadcast Signal to QAM format for retransmission over each System and (ii) statistically multiplex each Retransmitted Feed with other digital feeds within a single 6 MHz channel, provided that any such remodulation, transcoding or multiplexing does not materially degrade or interfere with the video and audio quality of the Broadcast Signal from an average viewer's perception or reduce the data flow included in such Retransmitted Feed, and provided further that Operator shall not down-convert the digital resolution format of any Retransmitted Feed to a lower resolution format (except to the extent specifically required herein).

(e) In the event that a party discovers a signal strength or signal quality deficiency, such party shall notify the other party's chief operator/engineer as soon as reasonably practical by telephone, and the party responsible for such issue shall undertake commercially reasonable efforts to rectify the matter as soon as reasonably possible; provided, that a party's failure to notify the other party as set forth herein shall not constitute a breach hereunder so long as such party, if applicable, undertakes such corrective efforts.

4. Additional Terms.

(a) Operator shall afford each Station the full extent of network non-duplication and syndicated exclusivity for each Retransmitted Feed as required under the FCC's rules. To the full extent permitted by the FCC's rules and subject to applicable law and franchise regulations, the parties agree that Operator shall not force-tune, preempt, override, interrupt, or alter Emergency Alert Service ("EAS") messages, news, or weather related emergency information that a Station provides through or during a System's transmission of a state or local EAS message or alert over any channel that is retransmitted in analog format or, to the extent technically feasible, over any channel that is retransmitted in digital format.

(b) If Operator maintains an electronic programming guide over which Operator has editorial control and that is primarily intended to be viewed on television sets, the call letters, logo, and program schedule for each Retransmitted Feed shall be included in such guide in a manner reasonably comparable to those of other local broadcast television stations distributed by the System (if the Station provides Operator with such comparable information and data).

(c) If Operator provides cable service to a Station's main studio and/or main transmission facility, Operator shall provide, at no cost to Broadcaster, a complimentary lifeline account for each such location (and any necessary converter equipment) for the limited purpose of enabling the Station's engineering staff to monitor the technical integrity of the Broadcast Signal on the System.

(d) If a System provides any third party broadcast television station with a non-economic material term or condition in its agreement(s) with such station or is retransmitted in a manner that is more favorable to such station than the corresponding term or condition or retransmission (or lack thereof) is to Broadcaster, Operator shall promptly offer such more favorable non-economic material term or condition or retransmission, as applicable, to Broadcaster in writing, and, at Broadcaster's option, provide such material term or condition or retransmission, as applicable, to Broadcaster.

(e) During the term of this Agreement, Broadcaster (or any entity controlling, controlled by or under common control with Broadcaster) may acquire, manage, program, or otherwise obtain the right to grant retransmission consent for a television station not currently listed in Exhibit A and licensed to a community in the same DMA as a Station (an "Additional Station"). Effective as of the date upon which such Additional Station first becomes an Additional Station, (i) such Additional Station shall be added to Exhibit A hereto and included as a Station hereunder; (ii) any system that qualifies as a System hereunder with respect to such Additional Station shall be added to Exhibit A as a System; and (iii) any other agreement with respect to such Additional Station to which Operator is a party shall be deemed terminated with respect to such system and such Additional Station, notwithstanding anything contained in any such other agreement.

5. Fees.

(a) Operator shall pay to Broadcaster a monthly fee (the "Rights Fee") during the Term which shall be calculated by multiplying the Rate set forth in Exhibit A for each Retransmitted Feed by the average number of Subscribers to which Operator retransmits such Retransmitted Feed during the calendar month. The average number of Subscribers in a month shall be equal to the number of Subscribers on the first day plus number of Subscribers on the last day of the month, divided by two. The Rights Fee shall be pro rated for any period constituting less than one full calendar month.

(b) For the avoidance of any doubt, a Subscriber that receives from a System multiple Retransmitted Feeds shall be counted separately for each Retransmitted Feed. For example, if a System retransmits a Retransmitted Feed affiliated with ABC and an additional Retransmitted Feed of the same

Station that is affiliated with Fox, then the Rights Fee shall be the sum of the fee due for the ABC Retransmitted Feed plus the fee due for the Fox Retransmitted Feed. The number of Subscribers per multiple dwelling complex (such as apartments, hotels, motels, hospitals, and universities) shall equal the total monthly bulk-rate charged by Operator to the pertinent complex for the level of service containing the Broadcast Signal, *divided by* the basic monthly rate charged by Operator for the comparable level of service to residential Subscribers, except that (i) the number of Subscribers in any complex shall never be less than one, and (ii) each individual unit of a multiple dwelling complex that receives a separate bill or invoice from a System for the level of service that includes a Broadcast Signal shall be deemed an individual Subscriber.

(c) Payment of the Rights Fee for each month shall be made no later than thirty (30) days following the end of the month for which payment is due to the address provided for Broadcaster in **Exhibit A**. With each payment of the Rights Fee, Operator shall provide a monthly statement, certified by an authorized representative of Operator, that accurately identifies, to the best of Operator's knowledge, the number of customers who qualify as Subscribers under this paragraph on each System subject to this Agreement. The acceptance by Broadcaster of reports and payments shall not be deemed an acceptance of the accuracy of such reports or as a waiver of any rights hereunder. Operator shall keep true and accurate books and records directly relating to the consideration for a period of one year following the expiration of the Term. Broadcaster or its authorized representative shall have the right to inspect and copy any such books and records kept by Operator pursuant to this Agreement at Operator's offices, during normal business hours, upon ten days' prior written notice. Past due payments shall bear interest at a rate that is the lower of one and a half percent per month or the highest interest rate allowed by law. Operator shall be liable for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Broadcaster in collecting any past due payments.

(d) Neither party hereto shall charge or seek to charge any System subscriber a separate fee for receipt of or the ability to view all or any portion of the Broadcast Signal without the prior written consent of the other party hereto. The parties agree that a charge levied by Operator for a set-top box, decoder and/or other hardware or equipment, for installation, or for the tier, level or package on which any of the Broadcast Signals, is retransmitted shall not be considered a "fee" for purposes of this Section.

6. Reservation of Rights.

(a) This Agreement conveys to Operator only those rights that are expressly stated herein. Nothing herein shall affect any other rights that a Station may have in relation to Operator or the Systems, including but not limited to syndicated exclusivity or network non-duplication rights. As between Broadcaster and Operator, all rights in and to the programming delivered hereunder, including, but not limited to, the Station's programming, copyright, trademarks, service marks and all other proprietary rights not specifically granted to Operator (but excluding any intellectual property of Operator or its affiliates that may be included therein), are reserved to Broadcaster for its exclusive use. Broadcaster hereby authorizes Operator to use the service marks, trademarks, trade names and logos of the Station(s) in printed or electronic program guides, program listings, channel line-ups, web sites, bill stuffers and other promotional materials, unless Broadcaster specifically notifies Operator to the contrary.

(b) It shall remain the obligation of Operator to ensure, and Operator warrants that it will so ensure, that Operator's retransmission of all copyrighted programs included in the Broadcast Signal is appropriately licensed for retransmission on the Systems under 17 U.S.C. §111 or otherwise.

(c) Except as otherwise set forth in this Agreement, Operator shall not, for pay or otherwise, record, copy, duplicate and/or knowingly authorize the recording, copying, duplication or retransmission of any portion of the Broadcast Signal or any other programming provided to Operator hereunder without Broadcaster's prior written permission. Operator shall notify Broadcaster if it becomes aware of a third

party performing such unauthorized recording, copying, duplication or retransmission, other than for private home use. Nothing in this Agreement shall restrict Operator's practice of providing Subscribers with set-top boxes, digital video recorders and other devices and cable network functionalities and/or establishing connections to Subscribers' consumer electronics devices, including without limitation those that are intended for duplication of video or audio programming, or to provide subscribers with VCR-like functionality to the extent permitted by then-existing law without any license from Broadcaster, its program suppliers or any other party, which such license is expressly not granted herein. For the avoidance of doubt, nothing in this Agreement shall be construed as granting to Operator any license from Broadcaster, its program suppliers, or any other party, with respect to any personal recording or incidental caching or storage of any portion of the Broadcast Signals.

7. Termination.

(a) A default shall occur if either party (i) makes a material misrepresentation or warranty or (ii) fails to perform or observe in any material respect any other term, covenant, or other provision of this Agreement. If such default continues for a period of 15 days after the defaulting party's receipt of written notice of such default, then, in addition to all other rights and remedies the non-defaulting party may have, such non-defaulting party shall have the right to suspend its performance under this Agreement, until such default or failure is remedied, and/or to terminate this Agreement by written notice to the defaulting party.

(b) Except with respect to each party's indemnification obligations under this Agreement, neither Broadcaster nor Operator shall be liable to the other for incidental, consequential, indirect or special damages in any cause of action arising out of or related to this Agreement.

(c) Operator acknowledges that its obligations hereunder are specific and unique in character and have a peculiar value and that a failure by Operator to fulfill its commitments under this Agreement including, without limitation, the signal carriage obligations set forth herein, will cause irreparable damage to Broadcaster that cannot be compensated in monetary damages. Operator therefore agrees that Broadcaster shall be entitled to obtain specific performance of Operator's obligations under this Agreement as an appropriate remedy in the event of a material breach of the terms of this Agreement by Operator.

8. Representations and Warranties. Broadcaster and Operator each represent, warrant and covenant to the other that they have the power and authority, and the rights, to enter into this Agreement and to fully perform their respective obligations to the other, and that they each will comply with all applicable laws, rules and regulations. Subject to Section 6(b), Broadcaster further represents, warrants and covenants that none of the programming provided under this Agreement will violate any FCC broadcast rule or regulation or will violate or infringe the civil or property rights, copyrights (including, without limitation, music synchronization and performance rights and dramatic and non-dramatic music rights), trademark rights, patent rights or rights of privacy of any person. Operator further represents, warrants, and covenants that it has, together with the rights granted to it hereunder, acquired all necessary rights, licenses, consents, permissions and authorizations, including copyrights, patents, trademarks, service marks and trade names necessary for Operator to perform its obligations under this Agreement and during the Term it shall continue to maintain or obtain same, it being understood that the obligation for licensing of copyrighted programming shall be in accordance with Section 6(b).

9. Indemnification. Broadcaster and Operator shall each indemnify, defend and forever hold harmless the other, the other's affiliated companies and their respective officers, directors, employees, partners, members and agents, against and from any and all claims, actions, suits, proceedings, investigations, judgments, awards, settlements, losses, damages, and liabilities (each, a "Loss") that are sustained or incurred by or asserted against any of them and that arise out of any breach by it of any

representation, warranty, covenant or agreement set forth in this Agreement, and shall reimburse them for any and all legal, accounting and other fees, costs and expenses (including, without limitation, reasonable counsel fees, disbursements and court and administrative costs) reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss. The indemnities contained in this section shall survive the expiration or termination of this Agreement. Promptly after a party's receipt of notice of the commencement of any action, suit, proceeding or investigation in respect of which a claim for indemnification may be made hereunder, such party will give written notice thereof to the other party; but the failure to so notify the other party will not relieve the other party from any liability or obligation which the other party may have to any indemnified person except to the extent of any material prejudice to the other party resulting from such failure. If any such action, suit, proceeding or investigation is brought against an indemnified person, the indemnifying party will be entitled to participate therein and to assume the defense thereof with counsel satisfactory to the indemnified person (who shall not, except with the consent of the indemnified person, be counsel to the indemnified person), provided it gives written notice to the indemnified person of its election so to assume the defense thereof within fifteen days of receiving notice of the claim. Each indemnified person will be obliged to cooperate reasonably with the indemnifying party, at the expense of the indemnifying party, in connection with such defense and the compromise or settlement of any such action, suit, proceeding or investigation.

10. **Assignment.** The rights and obligations of Broadcaster and Operator under this Agreement shall be binding on both parties and their respective successors, transferees and assignees. In the event the Operator assigns or transfers control of all or part of its interest in any portion of a System, or the ownership of a Station is transferred or assigned, any assignee or transferee thereof shall assume, be bound by and perform this Agreement in its entirety with respect to such System or Station, as applicable, unless the assignee or transferee has a retransmission consent agreement that expressly requires inclusion of such System or Station. The foregoing provisions of this Section shall apply to each buyer or transferee in the event of successive or multiple sales or transfers of Systems or Stations.

11. **Confidentiality.** The terms and conditions of this Agreement, with the exception of the existence of the Agreement, and any data reported in connection herewith, will be kept confidential by the parties hereto and will not be disclosed by either party to any third party except (i) as may be required by any court order or governmental agency or pursuant to applicable law or regulations; (ii) as part of a party's normal reporting requirements to its accountants, auditors, agents, legal counsel and affiliates, or to potential purchasers of all or substantially all of its assets or business, if such receiving person first agrees in writing to abide by this confidentiality clause; or (iii) as necessary for a party to enforce its rights under this Agreement. Any press release relating to the signing of this Agreement shall be approved by both parties in advance.

12. **Force Majeure.** No delay, preemption or other failure to perform caused by factors beyond the affected party's reasonable control, including, without limitation, acts of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government order or regulation shall constitute a default or breach of this Agreement. The affected party shall exercise its reasonable efforts to cure any such delays and the cause thereof, and the parties' performance under the terms of this Agreement shall be excused for the period of time during which such Force Majeure event continues so long as such curative efforts are reasonably pursued.

13. **Relationship of the Parties.** Nothing in this Agreement shall create any joint venture or principal-agent relationship between Broadcaster and Operator. No Subscriber shall be deemed to have any direct or indirect contractual relationship with Broadcaster by virtue of this Agreement, nor shall any Subscriber or other third party be deemed to be a third party beneficiary of this Agreement.

14. **Notices.** Any notices required by this Agreement shall be in writing and shall be delivered to the appropriate address listed in **Exhibit A**. Notices shall be deemed delivered when personally delivered, or

if mailed by certified or registered mail, when the United States Postal Service confirms receipt, or if sent courier or express mail service, when such courier or express mail service confirms delivery.

15. Complete Agreement. This Agreement, and all collateral matters relating thereto, shall be enforced and construed under the laws of the state of New York (without regard to the conflict of laws provisions thereof), applicable to agreements fully made and performed therein, subject to applicable provisions of the Communications Act of 1934, as amended, and the applicable rules and regulations of the FCC. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral, agreements, representations and understandings between the parties. This Agreement may only be renewed, extended, modified or amended by a written instrument signed by the parties. No waiver of this Agreement shall be deemed to have occurred, nor shall any breach be deemed excused, unless the waiver or excuse is in writing and signed by the party against whom the waiver or excuse is to be asserted. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.